

**CONTRACT NAME: AGREEMENT BETWEEN LIFETOUCH  
NATIONAL SCHOOL STUDIOS AND DAVIS JOINT UNIFIED  
SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This is the 2016 yearbook agreement for Davis School of Independent Study. The agreement is for 50 copies of the yearbook at \$31.58 per copy to be delivered by May 27, 2016.

# LIFETOUGH YEARBOOK PUBLICATION AGREEMENT

JOB NUMBER

New  
 Renew

SCHOOL NAME <b>Davis School of Ind. Study</b>		ENTER THE AGREEMENT YEARS: <input checked="" type="checkbox"/> 20 <b>16</b> <input type="checkbox"/> 20__ <input type="checkbox"/> 20__	
STREET ADDRESS <b>526 B St</b>		LID # <b>127447</b>	
CITY, STATE, ZIP <b>Davis, CA 95616</b>		YEARBOOK ADVISER NAME <b>Elizabeth Blake</b>	
SCHOOL PHONE # / SCHOOL FAX # <b>530 757 5333</b>		YEARBOOK ADVISER EMAIL <b>eblake@djustd.net</b>	
SCHOOL START DATE:	SCHOOL OUT DATE:	*ALTERNATE STREET ADDRESS	
1. SHIP WELCOME PACKET TO: <input type="checkbox"/> ADVISER/SCHOOL ADDRESS <input type="checkbox"/> TERRITORY <input type="checkbox"/> ALTERNATE ADDRESS* <input type="checkbox"/> NO WELCOME PACKET		*ALTERNATE CITY, STATE, ZIP	
2. SHIP YEARBOOKS TO: <input type="checkbox"/> ADVISER/SCHOOL ADDRESS <input type="checkbox"/> TERRITORY <input type="checkbox"/> ALTERNATE ADDRESS*		*ALTERNATE PHONE/FAX	
3. CORRESPOND WITH: <input type="checkbox"/> ADVISER/SCHOOL ADDRESS <input type="checkbox"/> TERRITORY <input type="checkbox"/> ALTERNATE ADDRESS*			
4. SEND INVOICE TO: <input type="checkbox"/> SCHOOL/TO ADVISER <input type="checkbox"/> SCHOOL/TO PRINCIPAL <input type="checkbox"/> TERRITORY <input type="checkbox"/> ALTERNATE ADDRESS*			

YEARBOOK PROGRAM	COVER/BINDING	DEADLINE DATES	NUMBER OF PAGES	NUMBER OF COPIES
<input checked="" type="checkbox"/> <b>WebEase™</b> <input checked="" type="checkbox"/> All-Color <input type="checkbox"/> B/W <input type="checkbox"/> CHECK THIS BOX IF THE INVOICE SHOULD REFLECT ALL-INCLUSIVE PRICING. <small>NOTE: SALES REPRESENTATIVE MUST ENROLL THE SCHOOL USING THE ONLINE ENROLLMENT PROCESS BEFORE THE CUSTOMER CAN LOG IN TO WEB EASE.</small> <input type="checkbox"/> IN-THE-PACK (YEARBOOKS ARE INCLUDED IN THE PORTRAIT PACKAGE) <input type="checkbox"/> SEPA RATE SALE	<b>COVER TYPE</b> <input type="checkbox"/> SOFT COVER SADDLES TITCHED <input type="checkbox"/> SOFT COVER PERFECT BOUND <input checked="" type="checkbox"/> HARD COVER _____ PARENT OPTION <input type="checkbox"/> SPLIT COVER (HARD & SOFT)  <b>COVER CATEGORY</b> <input type="checkbox"/> SIGNATURE (INCLUDED) <input type="checkbox"/> MYPC <input type="checkbox"/> MYPC (ALL COPIES) <input type="checkbox"/> MONTAGE <input checked="" type="checkbox"/> ORIGINAL DESIGN <input type="checkbox"/> 1 INK COLOR <input type="checkbox"/> 3 INK COLORS <input type="checkbox"/> 2 INK COLORS <input checked="" type="checkbox"/> FULL-COLOR	<b>COVER &amp; ENDSHEET</b> <b>11 / 30 / 15</b>  <b>1ST PAGE DEADLINE</b> <b>1 / 1</b>  <b>FINAL PAGE DEADLINE</b> <b>4 / 11 / 16</b>	<b>56</b>	<b>50</b> <small>CUSTOMER MUST INDICATE FINAL ORDER QUANTITY ON FINAL PAGE DEADLINE.</small>
<b>YEARBOOK ARRIVAL DATE</b>				
THIS MUST BE A FRIDAY, HOWEVER BOOKS MAY ARRIVE BEFORE THE SELECTED DATE.				
<b>5/27/16</b>				
<b>SALES REPRESENTATIVE USE ONLY</b>				
SIGNING INFO (CHOOSE ONE):			PACKAGING PROGRAM	
5FB _____ MC _____ ODC <input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
LV1 _____ LV2 _____			CUT-OUT PAGES	
<b>YEARBOOK PRICING</b>				
BASE PRICE: <b>23.50</b>				
COVER: <b>hard - \$5.00</b>				
ENDSHEET: <b>custom design - NC</b>				
PER ORDER \$ _____ PER COPY \$ _____				
COLOR PAGES: _____				
PER ORDER \$ _____ PER COPY \$ _____				
ZOOM: _____				
AUTOGRAPH INSERTS: _____				
YBPAY: <b>Direct</b>				
SUBTOTAL: <b>28.50</b>				
ESTIMATED FREIGHT: <b>.80</b>				
SALES TAX: <b>8%</b>				
LIFETOUGH IS REQUIRED BY STATE LAWS TO APPLY THE APPROPRIATE TAX. IF TAX EXEMPT, PLEASE SUPPLY OFFICIAL DOCUMENTATION.				
TOTAL: <b>1579.00</b>				
PRICE PER COPY: <b>31.58</b>				

**SPECIAL OFFERS/COMMENTS**

*New school - original design cover @ no charge*

LIFETOUGH REPRESENTATIVE (PRINT) <b>Dena Shannon</b>	REP CODE <b>CRLK</b>	THE SCHOOL BY ITS AUTHORIZED REPRESENTATIVE, DESIGNATES LIFETOUGH NATIONAL SCHOOL STUDIOS INC. (LIFETOUGH) AS THE SCHOOL'S YEARBOOK PUBLISHER FOR THE AGREEMENT YEARS AND AUTHORIZES AND DIRECTS LIFETOUGH TO PRINT THE MATERIALS AS SPECIFIED DURING THE TERMS OF THIS AGREEMENT. THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE AND FINAL APPROVAL BY LIFETOUGH SALES MANAGEMENT.	
LIFETOUGH REPRESENTATIVE PHONE # / FAX # <b>916 871 6958</b>		AUTHORIZED SCHOOL REPRESENTATIVE NAME (PRINT)	TITLE
LIFETOUGH REPRESENTATIVE EMAIL ADDRESS <b>dshannon@lifetouch.com</b>		AUTHORIZED SCHOOL REPRESENTATIVE (SIGNATURE)	DATE

# TERMS OF THE PUBLICATION AGREEMENT

**THIS PUBLICATION AGREEMENT** includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Lifetouch National School Studios Inc. ("Lifetouch").

**LIFETOUCH** will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

**INTERNET-BASED APPLICATIONS:** Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

**EMAIL COMMUNICATIONS:** Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

**PHOTOGRAPHS AND GRAPHICS:** Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

**PROOFS:** So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approve via Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

**DELIVERY:** For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

**ADDITIONAL CHARGE ITEMS:** The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

**PAYMENT PLAN:** The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Lifetouch National School Studios Inc., Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

**PAYING BY CHECK:** When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives the payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

**LIFETOUCH** reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

**THE SCHOOL** is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch, to the extent permitted by applicable law, and will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

**CANCELLATION:** This Agreement is not subject to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

**NEITHER PARTY** is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

**THE SCHOOL** grants to Lifetouch and its affiliated companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

**MISC:** Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

## SEND/FAX PUBLICATION AGREEMENT TO:

ORDER ENTRY

EMAIL: [LPIORDERENTRY@LIFETOUCH.COM](mailto:LPIORDERENTRY@LIFETOUCH.COM)

FAX: 1.816.880.5481

## CUSTOMER CARE

EMAIL: [WEBEA\\_SECUSTOMERCARE@LIFETOUCH.COM](mailto:WEBEA_SECUSTOMERCARE@LIFETOUCH.COM)

PHONE: 1.800.736.4761

## REMIT PAYMENT TO:

LIFETOUCH NATIONAL SCHOOL STUDIOS INC.

ACCOUNTS RECEIVABLE

P.O. Box 46993

EDEN PRAIRIE, MN 55344-9728